



Contract Number

24-690-A3

SAP Number

4400026314

Project and Facilities Management

Department Contract Representative Charles Brammer
Telephone Number (909) 387-5000

Contractor Griffith Company
Contractor Representative Dan W. Leeper
Telephone Number (562) 929-1128
Contract Term 484 days
Original Contract Amount \$6,861,100.00
Previously Authorized Amendments \$1,436,181
Previously Authorized Change Orders \$409,175.36
Amendment No. 3 Amount \$954,161.24
Total Contract Amount \$9,660,617.60
Cost Center 10.10.1222
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 3
CONTRACT No. 24-690**

Sheriff Emergency Vehicle Operations Center Asphalt and Lighting Replacement Project

The following are amendments to Contract No. 24-690 with Griffith Company for the Sheriff Emergency Vehicle Operations Center Asphalt & Lighting Replacement Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Griffith Company ("Contractor"), on July 23, 2024, to perform certain work as described in the Project Bid Documents for construction of the Project; and,

WHEREAS, following the award of the Agreement and during the course of construction, pavement unraveling occurred in various areas; and

WHEREAS, the cost to repair the unraveling pavement is \$1,908,322.48, and the cause of the unraveling being difficult to determine, the County and Contractor agreed to equally split the cost; and,

WHEREAS, these conditions and the extent of these conditions were unforeseen and could not have been anticipated at the time of bid or execution of the Agreement and these conditions have necessitated the execution of this Amendment.

NOW THEREFORE, the Agreement is hereby amended as follows:

Section 1. The following changes and their respective costs, which have been claimed by Contractor, have been added to the Agreement:

1. Labor, material, and equipment to complete asphalt concrete (AC) pavement repairs, per Construction Change Directive No. 4 and Designer of Record (DOR) response to Request for Information (RFI) No. 47 6" Bevel Edge Detail, RFI No. 48 Updated Striping Plan, and RFI 50 Striping Confirmation, not shown in the contract bid documents at the time of bid (COR #024).

<u>ADDS</u>	\$	<u>954,161.24</u>
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NET ADDITION THIS AMENDMENT \$ 954,161.24

Section 2. **The new Contract Sum, including prior amendments and change orders, is \$9,660,617.60.**

Section 3. **The Agreement completion date remains December 31, 2025.**

Section 4. The compensation (time and cost) set forth in this Amendment shall comprise the total compensation due the Contractor for the work or change defined in the Amendment, including impact on unchanged work. By signing the Amendment, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all work contained in the Amendment, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under the Agreement. The Contract Time is the agreed upon period of time allotted to Contractor to achieve completion of the entire scope of work, without the imposition of liquidated damages. Extensions of the Contract Time are permitted by section 3.1 of the Contract, subject to written approval of the County. At all times the Contract as a whole remains in full force and effect until all issues relating to the Contract have been resolved. The signing of the Amendment shall indicate that the Amendment constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Amendment constitutes the total equitable adjustment owed the Contractor as a result of the change.

Section 5. All other terms and conditions of the Agreement, and approved change orders, shall remain unchanged.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[Signatures on next page.]

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SAN BERNARDINO COUNTY

Griffith Company

(Print or type name of corporation, company, contractor, etc.)



Dawn Rowe, Chair, Board of Supervisors

By

(Authorized signature - sign in blue ink)

Dated: _____

Name Dan W. Leeper

(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Title Regional Manager

(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department



Kaleigh Ragon, Deputy County Counsel,



Charles Brammer, Supervising Project Manager



Moe Yousif, Interim Director, PFMD

Date _____

Date _____

Date _____